



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

September 4, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: MARIE CANYON DISINFECTION PROJECT  
MAINTENANCE AND INSPECTION SERVICES  
(SUPERVISORIAL DISTRICT 3)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Marie Canyon Disinfection Project Maintenance and Inspection Services in an annual sum not to exceed \$80,000 to Clear Creek Systems, Inc., located in Bakersfield, California. This contract will be for a term of one year commencing upon your Board's approval with two 1-year renewal options, not to exceed a total of three years.
3. Authorize the Director of Public Works or his designee to annually increase the contract amount up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of work of the contract, if required.
4. Authorize the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works, the contractor has successfully performed during the previous contract period and the services are still required; to approve contractor's entity change in accordance with your

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Board's policy on contractor mergers/acquisitions; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is for as-needed and intermittent maintenance and inspection services of Miscellaneous Transfer Drain (MTD) 622, Line 22. The work to be performed will consist of the inspection, repair, and routine maintenance of a disinfection system, which treats urban runoff in storm drain MTD 622, Line 22, before it reaches the Santa Monica Bay. The urban runoff treatment system has been proven to successfully treat or eliminate high bacteria levels in other parts of Southern California. In order to assure that this system operates effectively, routine maintenance is required.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), Children and Families' Well-Being (Goal 5), and Community Services (Goal 6). Having a contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support the Department of Public Works (Public Works) in meeting this plan.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. The estimated cost to complete this project is \$80,000, plus 25 percent for unforeseen, additional work within the scope of the contract. This amount is based on the annual price quoted and Public Works' estimated annual utilization of the contractor's services due to the fact that this contract is a pilot project for the County.

Financing for these services is included in the Fiscal Year 2007-08 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contract's renewal years will be requested through the budget process.

This contract allows a cost-of-living adjustment for the additional optional years in accordance with County policy.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor is Clear Creek Systems, Inc., located in Bakersfield, California. This contract will commence upon your Board's approval for a term of one year. With your Board's delegated authority, the Director of Public Works (Director) may renew this contract with two 1-year renewal options for a total contract period not to exceed three years.

Prior to the Director executing the agreement, which will be substantially similar to Attachment A, the contractor will sign and County Counsel will review as to form.

The recommended contractor is in compliance with your Board, Chief Executive Officer, and County Counsel requirements.

The Director may approve mergers, acquisitions, and other changes of form of entity or assignment in accordance with Board Policy 9.041, Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions.

The contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment, jury service requirements, the Newborn Abandonment Law (Safely Surrendered Baby Law), and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that the contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, and/or terms.

### **ENVIRONMENTAL DOCUMENTATION**

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This service is within a class of projects, which has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15309 of the CEQA Guidelines.

### **CONTRACTING PROCESS**

On May 2, 2007, Public Works solicited proposals from 225 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable memorandum of understanding, the RFP for this contracted service was submitted on May 2, 2007, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

On June 12, 2007, one proposal was received. The proposal was first reviewed to ensure it met the minimum requirements of the RFP. The proposal, having met the requirements, was evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, and references. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible proposer, Clear Creek Systems, Inc., located in Bakersfield, California. Based on the budget and other projections of the cost of this service at higher amounts, Public Works believes the contractor's price to be reasonable for the work requested.

Attachment C reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121).

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

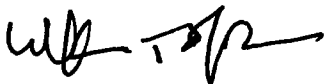
The award of this contract will not result in the displacement of any County employees.

The Honorable Board of Supervisors  
September 4, 2007  
Page 5

**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works,  
Administrative Services Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a stylized flourish at the end.

WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DLW  
GZ:dw

Attachments (3)

c: County Counsel  
Department of Public Works (Watershed Management)

AGREEMENT FOR  
MARIE CANYON DISINFECTION PROJECT  
MAINTENANCE AND INSPECTION SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California and a body corporate and politic (hereinafter referred to as COUNTY) and CLEAR CREEK SYSTEMS, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on June 12, 2007, hereby agrees to provide services as described in the attached specifications for Marie Canyon Disinfection Project Maintenance and Inspection Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Site Maps; Exhibit F, Construction Plans; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$80,000 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing upon Board approval. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

//  
//  
//  
//  
//

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through F, inclusive, the COUNTY'S provisions shall control and be binding.

**TWELFTH:** The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]



IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

CLEAR CREEK SYSTEMS, INC.

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

**Bid Detail Information**

**Bid Number :** PW-ASD 668  
**Bid Title :** MARIE CANYON DISINFECTION PROJECT MAINTENANCE AND INSPECTION SERVICES (2007-AN031)  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** MAINT & REPAIR - DAM & LEVEE CONSTRUCTION  
**Open Date :** 5/1/2007  
**Closing Date :** 5/15/2007 10:00 AM  
**Bid Amount :** \$ 75,000  
**Bid Download :** Not Available  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Marie Canyon Disinfection Project Maintenance and Inspection Services (2007 AN031) for the maintenance, inspection, and repair of a facility for the treatment and disinfection of urban runoff in Malibu. The total annual contract amount of this service is estimated to be \$75,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/mariecanyon.pdf> or from Ms. Lorena Calderon at (626) 458 4169, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, a minimum of four years' experience working with similar water quality improvement systems.

A Proposers' Conference will be held on Tuesday, May 15, 2007, at 10:00 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Tuesday, May 29, 2007, at 5:30 p.m. Please direct your questions to Ms. Calderon at the number above.

**Contact Name :** Lorena Calderon  
**Contact Phone# :** (626) 458-4169  
**Contact Email :** [lcalderon@dpw.lacounty.gov](mailto:lcalderon@dpw.lacounty.gov)  
**Last Changed On :** 5/2/2007 8:47:14 AM

[Back to Last Window](#)

County of Los Angeles  
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and  
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Clear Creek Systems, Inc.

My County (WebVen) Vendor Number: 13931501

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☒ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM



As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b>	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): <u>23</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino					3	
Asian or Pacific Islander						
American Indian						
Filipino						
White	2		4		11	3

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <u>TLRRL</u>	Title: <u>VP of Operations</u>	Date: <u>5/22/2007</u>
---------------------------------------	-----------------------------------	---------------------------